

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2007 by and between TAMA COUNTY, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL 238, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act.

ARTICLE 1
RECOGNITIONSection 1.1

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all regular full time and regular part-time clerical employees of Tama County, including clerks, secretaries, and computer operators as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 4709, dated September 30, 1992, which excludes all elected officials, all employees of the County Assessor's office, Health Department and County Attorney's office, first deputies of the County Auditor, Treasurer, and Recorder, County Auditor's second deputy, and all other employees excluded by Section 4 of the Public Employment Relations Act.

The Employer shall not enter into any agreement with the employees of the Tama County Clerical Unit, individually or collectively or with any other organizations which in any way conflict with the provisions of this Agreement.

ARTICLE 2
NON-DISCRIMINATION IN EMPLOYMENTSection 2.1

The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable.

Section 2.2

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against any employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

Section 2.3

The Employer and the Union agree that exceptions to all Articles of this Agreement may be granted in order for the Union and/or the County to comply with provisions of the Americans with Disabilities Act (ADA); however, before any exceptions are granted or approved by the Employer, the Union will be notified of particular exceptions and given the opportunity to review the same and propose alternatives.

Section 2.4

Neither the Employer nor the Union will discriminate against any employee because of race, sex, color, age, creed, disability, nationality, or membership or non-membership in the Union.

ARTICLE 3
NO STRIKE - NO LOCKOUTSection 3.1

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction,

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support or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

Section 3.2

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4 SEPARABILITY AND SAVINGS

Section 4.1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall meet within thirty (30) days to negotiate a replacement for the specific provision of the Agreement voided.

ARTICLE 5 GRIEVANCE PROCEDURE AND ARBITRATION

Section 5.1

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure.

Section 5.2 Informal:

An employee shall discuss a complaint or problem orally with the department head or his designated representative within a five (5) working day period following its occurrence in an effort to resolve the problem in an informal manner.

Section 5.3 Grievances Steps:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the department head or his designated representative within a five (5) working day period following the oral discussion. The grievance shall state the nature of the grievance and the specific clause or clauses violated. Within five (5) working days after this Step 1 meeting, the department head or his designated representative will answer the grievance in writing.

Step 2: Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) working days after the date of the department head or his designated representative's answer given in Step 1.

Section 5.4

An employee shall have the right to have a Union representative or a Union steward present at any or all levels of the grievance meetings of bargaining unit employees.

Section 5.5

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred

to Step 2.

Section 5.6

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party of notice of referral to arbitration to select an arbitrator, or to request in writing the Public Employment Relations Board furnish a suggested list of seven (7) arbitrators names from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. First strike will be determined by a flip of a coin.

Section 5.7

After each party has alternately eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 5.8

The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 5.9

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 5.10

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer. A decision from the arbitrator shall be rendered to both parties within thirty (30) days following the hearing.

Section 5.11

In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violation of her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue.

Section 5.12

With prior approval of the department head, time spent during normal working hours by the Union steward pursuant to Article 5 in negotiating grievances with the Employer, shall be paid at her normal hourly pay rate.

ARTICLE 6
REPRESENTATION

Section 6.1

The Employer and the Union shall keep each other currently informed in writing of their respective authorized representatives.

Section 6.2

With prior approval of the department head, the Employer agrees to permit the Union Steward, the Union Business Representative, and any other non-employee Union representative to have free access during working hours to visit working sites of the Employer for the purpose of adjusting grievances or conducting other legitimate Union business which could not otherwise be conducted during non-working hours.

ARTICLE 7 SENIORITY

Section 7.1

Seniority means an employee's length of full time continuous service with the Employer since their last date of hire. Seniority will be administered on a departmental basis within the bargaining unit.

Section 7.2 Definition of Employment

1. Full Time: To be considered a full time employee, the employee must be scheduled to work a minimum of forty (40) hours per week and two thousand eighty (2,080) hours per year. He/she shall be paid an hourly wage.
2. Part time: Part time employees will not be entitled to any benefits.

Section 7.3

A new employee shall serve a probationary period of six (6) months. Said period may be extended with approval of the Employer and the Union. Probationary employees may be terminated without cause or recourse through the grievance procedure. Employees will receive all fringe benefits after the first sixty (60) days of employment.

Section 7.4

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (1) Employee is discharged for just cause, quits or retires.
- (2) Leave of absence is taken by the employee without permission, and except in cases of bona fide emergency, unauthorized extension of leave of absence.
- (3) Absence of two (2) working days without notice to the Employer.
- (4) Failure to report to work within five (5) working days after being notified to return to work following layoff when notice of recall is sent by certified mail to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- (5) Seniority rights will be terminated after a layoff or absence from work exceeds twelve (12) months in duration.

Section 7.5

The Employer will provide the Union with an updated seniority list once each year. Said seniority list will show the employee's name, department, department seniority and length of service seniority. If any employee has any objections to this seniority list, they must be filled within thirty (30) days with the department head. A copy of this list will be sent to the Local Union official on the date of posting at the Employer's premises.

Section 7.7

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

ARTICLE 8 POSTING

Section 8.1

Vacancies or new jobs within the bargaining unit will be posted on each bulletin board for a period of five (5) working days. All current bargaining unit employees who apply will be considered for the position. The most senior employee within the department who bids for the job shall be awarded the position.

ARTICLE 9 LAYOFF

Section 9.1

When the Employer determines that it is necessary to reduce the number of employees, the procedure listed below will be followed:

- (a) Layoff will be made by department.
- (b) The department head will determine which job classification will be reduced.
- (c) The department head will layoff the least senior bargaining unit employee within the department affected provided the remaining employees can do the work available.

Section 9.2

Except for emergencies, a regular employee who is laid off for more than one (1) week will be given a two (2) week notice prior to the layoff.

Section 9.3 Recall

Employees will be recalled from layoff in the reverse order of layoff to the department they were laid off from.

Section 9.4

While on layoff, an employee is not eligible for holidays or any other benefits. Vacation, sick leave and seniority do not accrue during a layoff. While on layoff, an employee may continue her health insurance at her expense if allowed by the carrier.

ARTICLE 10 HOURS OF WORK AND OVERTIME

The purpose of this section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours shall be made at the discretion of the Employer.

Section 10.1 Work Week

The normal work week for regular full time employees shall consist of five (5) eight (8) hour days for all employees. The normal work hours will be scheduled by the department head with a thirty (30) minute unpaid lunch period, which will normally be taken at or near the middle of the shift. All employees shall normally have a fifteen (15) minute paid rest period during each one half (1/2) shift.

Section 10.2 Overtime

All time worked in excess of eight (8) hours in any work day will be paid at time and one half (1½) the employee's hourly rate or time and one-half (1 1/2) compensatory rate. Paid leave, with the exception of sick leave, shall count as time worked for the purpose of computing overtime. Also, the choice between cash or compensatory time will be by mutual agreement. Failing such agreement, an employee shall be paid overtime in cash.

All work performed on Sunday will be at the rate of double time. All work performed on designated paid holidays will be at time and one-half (1 1/2) in addition to the regular holiday pay. All work performed on Saturday will be paid one and one-half (1 1/2) times the regular rate of pay.

Section 10.3

Scheduled and voluntary overtime will be distributed as evenly as possible among employees within each classification/department.

Section 10.4

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the department head or his designated representative.

Section 10.5 Call Back

An employee called back to his/her regular shift or called in before his/her regular shift for reasons beyond his/her control, shall be paid a minimum of two (2) hours at the employee's appropriate hourly rate of pay. "Called back to work" shall mean the employee has punched out at his/her time clock and has left the premises before being requested to return to work.

ARTICLE 11 HOLIDAYS

Section 11.1

Regular full-time employees are eligible for the following paid holidays:

New Year's Day	Thanksgiving Day
President's Birthday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Good Friday
Veteran's Day	Floating holiday

Particular dates for each holiday will be determined by the Board of Supervisors at the beginning of each year.

To obtain the floating holiday, an employee shall notify his/her department head prior to the day being taken. A reasonable amount of advance notice needed will be determined by the department head. If the leave places too much of a burden on the department at that time, the department head may require an alternate time.

Section 11.2

The regular full time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight time rate for all hours worked, plus the paid holiday at said straight time rate. Holiday pay will be at the normal pay for the day or week for which he/she would have been scheduled to work.

Section 11.3

To be eligible for holiday pay, an employee must have worked the last full scheduled work day immediately before and the first full scheduled work day immediately after each holiday (unless on an approved leave or have the department head's approval). An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

ARTICLE 12 VACATION

Section 12.1

Regular full-time employees shall be eligible for vacation on their employment anniversary date as listed below:

- After one (1) year service, five (5) working days
- After two (2) years service, ten (10) working days
- After eight (8) years service, fifteen (15) working days
- After fifteen (15) years service, twenty (20) working days

Section 12.2

Vacations must be taken during the anniversary year; however, with the department head's approval, two (2) weeks may be accumulated and carried forward to the next year. Vacation may not be taken in advance and employees may not waive their vacation right in order to collect both vacation and work pay.

Section 12.3 Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay for the day or week for which he/she would have been regularly scheduled to work.

Section 12.4

Vacation requests made a month or more ahead of the date desired will be granted on a seniority basis. Vacation requests made within a month of the desired date will be approved on a first-come, first-served basis.

Vacations must be approved by the department head. Vacation time may be scheduled in fifteen (15) minute increments.

Section 12.5

Upon resignation or termination, layoff, or death from County service, an employee and/or his/her estate shall be paid on a pro rata basis for all unused vacation left at the time of said termination.

Section 12.6

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full time employee shall earn pro-rata vacation time and pay based upon straight time hours worked.

Section 12.7

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day's paid vacation.

ARTICLE 13 SICK LEAVE

Section 13.1 Accumulation

Sick leave shall be accrued by a regular full-time employee at the rate of eight (8) hours for each month to a total of eight hundred (800) hours.

Section 13.2 Probationary Employees

Probationary employees are not eligible for sick leave benefits.

Section 13.3 Use of Sick Leave

Sick leave may be taken in the following situations:

- (a) For illness or injury to an employee which renders him/her unable to work;
- (b) For medical or dental care for the employee dispensed by licensed practitioners and regular established health care facilities;
- (c) For serious illness or serious injury to a member of the employee's immediate family, defined as his/her spouse and children living at home. This sub-section includes the following:
 - 1. providing transportation for and accompanying the individual for emergency out-patient services;

2. providing transportation for and handling admission procedures for the individual going to the hospital;
3. being in attendance during surgery, child delivery or other times when the patient is in an "intensive care" condition;
4. providing transportation for and handling discharge procedures for the individual returning from the hospital.

It does not include:

1. taking a spouse or dependent to scheduled appointments for medical or dental care;
 2. hospital visitations for situations not listed above.
- (d) For serious illness or injury of an emergency nature for the employee's parent to include:
1. providing emergency transportation to the hospital;
 2. attendance during surgery.
- (e) For deaths in the employee's immediate family, defined as parents, step parents, spouse and children.
- (f) If a County worker dies, all employees shall be given the day off with pay to attend the funeral.
- (g) For any other funeral, if a pallbearer or assigned duties by the funeral director.

Section 13.4 Covered Injuries

In the event an employee sustains an injury and the same is covered by Workers Compensation insurance, and the employee also has accumulated sick leave benefits provided by the Employer, the employee at his/her option may do one of the following:

- (a) Employees injured on the job are eligible for Workers Compensation benefits. An employee may use sick leave for the first three (3) days of an absence if not covered by Workers Compensation.

Section 13.5

Sick leave may not be used while an employee is off work on another form of approved leave with pay. In the event that the illness extends beyond the other leave, sick leave may be taken to cover the additional absence. A medical doctor's written verification of illness or injury may be required by the Employer. Disposition of such cases will be determined by the Employer from a review of the physician's statement, an interview with the employee, and if necessary, a discussion with the physician.

Section 13.6

Section 12.6 An employee who has accumulated eight hundred (800) hours of sick leave will continue accruing two (2) hours each month in a separate account as long as the employee has the maximum accumulation. These accumulated hours are not to be used for the purpose of sick leave. The value of the hours in the separate account will be paid to the employee annually on the last pay period prior to December 31. For example, an employee who earns \$14.00 per hour and maintains the 800 hour accumulation for 12 months would be paid \$336.00 the last pay period prior to December 31.

Section 13.7 Notification to Employer

With respect to sick leave as set forth above, the employee shall notify the Employer forthwith as soon as the employee has knowledge that he/she will be taking sick leave. With respect to all other paid leaves of absence, the employee must request and have the same approved by the Employer prior to taking the leave of absence.

ARTICLE 14
FUNERAL LEAVE

Section 14.1

Incase of death in an employee's immediate family, the Employer will pay for a maximum of three (3) consecutive scheduled work days, one of which shall be the day of the funeral, at the employee's hourly base rate for continuous time lost in arranging and/or attending funeral services.

An employee's immediate family is defined as his/her father, mother, step parent, spouse, children, spouse's parents, brothers, sisters, grandparents and grandchildren.

ARTICLE 15
EMERGENCY LEAVE

Section 15.1

Department heads may grant an employee time off from his/her duties without compensation for personal reasons for a period not to exceed five (5) working days, depending upon the seriousness of the problem.

ARTICLE 16
MILITARY LEAVE

Section 16.1

The employee, upon showing appropriate orders to the department head, shall be granted a military leave in accordance with the Iowa Code, Section 29A28, and the Federal Selective Service Act. Under the Iowa Code, an employee shall receive a paid leave of absence for up to thirty (30) days. At his/her option, an employee commencing a military leave of absence of more than ninety (90) days shall be paid in a lump sum for all accrued vacation leave. An employee must return to work within thirty (30) days after his/her military obligation has expired in order to obtain his/her reinstatement rights. Department Heads, with approval from the Board of Supervisors, may grant additional time to employees when sufficient cause warrants an extension.

ARTICLE 17
JURY AND RELATED DUTIES

Section 17.1

An employee shall receive full compensation during the employee's working day for appearance as a witness or jury member before a court, legislative committee or other judicial or quasi-judicial bond, in an action involving the federal government, the State of Iowa, Tama County or a political sub-division thereof, in response to a subpoena or when such an appearance is ordered in connection with the employee's work by the department head.

The employee's pay for leave of absence under this section shall not be reduced by witness fees or juror fees the employee receives, nor by mileage received under this Section. However, the employee shall endorse over the Employer any payments for witness fees or juror fees received under this section. When released from duty during working hours, the employees will report to work within one-half (1/2) hour.

ARTICLE 18
VOTING LEAVE

Section 18.1

Every employee is encouraged to exercise his/her privilege to vote. If, for any good reason, an employee is unable to vote before or after working hours, the employee shall be granted time off, not to exceed one (1) hour, to vote.

ARTICLE 19
UNPAID LEAVE OF ABSENCE

Section 19.1

An unpaid leave of absence may be granted to any regular, full time employee at the discretion of the department head for a period not to exceed six (6) months duration for illness and other legitimate reasons and may be extended for an additional six (6) months upon approval of the department head, which approval will not be unnecessarily withheld. While on an unpaid leave, an employee:

- (a) receives no compensation or benefits;
- (b) does not earn any leaves or other benefits;
- (c) does not contribute to retirement programs;
- (d) must reimburse the Employer for all group hospital and medical insurance premiums, if coverage is desired.
- (e) does not accrue seniority after thirty (30) days.

Section 19.2

The parties agree to comply with the Family Medical Leave Act and the policies developed by the County.

ARTICLE 20
LONGEVITY

Section 20.1

Longevity will be added to the hourly rate on the employee's anniversary date as follows:

<u>After completion of Continuous Service</u>	<u>Cents Per Hour</u>
5 years	\$.25
10 years	\$.30
15 years	\$.35
20 years	\$.40
25 years	\$.45
30 years	\$.50
35 years	\$.55

ARTICLE 21
BULLETIN BOARDS

Section 21.1

Union notices may be posted on designated bulletin boards to be provided by the Employer.

ARTICLE 22
PAY PERIOD

Section 22.1

Pay period shall be fourteen (14) days every other week. If regular pay day is a holiday, the employee shall be paid on the preceding day.

ARTICLE 23
INSURANCE

Section 23.1

The Employer agrees to pay the entire premium for the employee insurance coverage for each eligible regular full-time employee for Health and Major Medical group program. Said coverage shall include health and dental insurance. The Employer agrees to provide 80/20 on drugs with no deductible. The employee's share for dependent coverage is as follows:

Plan	<u>7-1-07</u>	<u>7-1-08</u>	<u>7-1-09</u>
500/1000	30.00	30.00	Not available
750/1500	10.00	10.00	30.00
1000/2000	0	0	0

The Employer shall have the right to select the carrier but the coverage shall be equal to or better than the coverage in effect July 1, 2007.

Section 23.2

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 24
DUES CHECK-OFF

Section 24.1

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the 15th day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted, including initiation fees and all uniform deductions as submitted by the Union.

Section 24.2

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 25
WAGES

Section 25.1

Reference is made here to Appendix A which spells out the wage rates. By this reference, said Appendix becomes a part of this Agreement.

ARTICLE 26
DURATION OF AGREEMENT

Section 26.1

THIS AGREEMENT shall be effective beginning July 1, 2007, and shall continue in full force and effect until its expiration on June 30, 2010.

Signed this _____ of _____, 2007.

CHAUFFEURS, TEAMSTERS & HELPERS
LOCAL UNION NO. 238, affiliated with
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

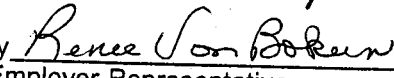
By 
Secretary-Treasurer

By 
Business Representative

By _____
Steward

TAMA COUNTY
BOARD OF SUPERVISORS,
CLERICAL UNIT

By 
Chair, Board of Supervisors of Supervisors

By 
Employer Representative

APPENDIX A
WAGES

CLERK

	7-1-07	7-1-08	7-1-09
Start	10.04	10.34	10.70
Probation	10.42	10.73	11.11
1 year	10.82	11.25	11.64
2 years	11.27	11.61	12.02
3 years	11.75	12.16	12.59
4 years	12.21	12.58	13.02

SECRETARY-BOOKKEEPER


Start	12.43	12.80	13.25
Probation	12.81	13.19	13.65
1 Year	13.22	13.62	14.10
2 Years	13.68	14.09	14.58
3 Years	14.11	14.53	15.04
4 Years	14.59	15.03	15.56

MEMO REGARDING BANKED SICK LEAVE HOURS

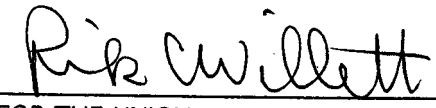
Effective July 1, 2007, the parties agreed to modify Article 12.6 to provide for an annual payout of banked sick leave hours in the employee's separate account.

An employee who has banked sick leave hours as of July 1, 2007 (Article 12.6) in the separate account will be paid for those hours in a lump sum on one of the pay periods in July, 2007.

From July 1, 2007 forward, the parties will follow the language contained in Article 12.6



FOR THE EMPLOYER



FOR THE UNION